for two years and eleven months and thereby causing interest to accumulate at the rate of 48% per annum. On this ground he refused to award the successful plaintiff his costs. In my opinion, what the District Judge regarded as delay did not amount to misconduct on the part of the plaintiff and was, therefore, no ground for depriving the plaintiff of his costs. For this reason I decided that the District Judge had failed to exercise his discretion judicially. I accordingly set aside his order as to costs, and ordered the defendant to pay the costs of the plaintiff.

The District Judge made an order for payment of the judgment debt by instalments of $5 per month, basing his order on an offer made by the defendant which was not accepted by the plaintiff. The plaintiff was not given the opportunity of cross-examining the defendant as to his means and expenditure. Neither was the plaintiff given the opportunity of rebutting the statements made by the defendant as to his financial position. For these reason I set aside the instalment order.

It remains for me to add that I did not accept the contention of counsel for the appellant, that the District Judge erred in law in making the instalment order without imposing terms as to security. Counsel relied on section 79 of the Courts Ordinance which provides as follows:—

"(1) Where a judgment is given . . . by a District Court under which a sum of money is payable, ... the Court may, at any time as it thinks fit, for sufficient reason and on such terms as to security or otherwise as the Court thinks just, order the money to be paid either —

(a) in one sum . . . . . ; or

(b) by such instalments . . . . as the Court may fix."

It was submitted that the words "on such terms as to security or otherwise as the Court thinks just" mean on such terms as to security or something in the nature of security as the Court thinks just. In my opinion, these words mean on such terms as to security or on no terms as to security as the Court thinks just.

Appeal allowed.

SNG TONG WEN v. NATIONAL ENGINEERS LTD.

[A. C. J. (Rose C.J.) April 1, 1960]

[Singapore — District Court Appeal No. 39 of 1959]

Landlord and Tenant — "Premises" — Demolition — Control of Rent Ordinance (Cap. 242) — Construction of s.15(1)(k).

The word 'premises' in section 15(1)(k) of the Control of Rent Ordinance (Cap. 242) is not limited to any particular type of premises. It covers both premises of a permanent and of a temporary character. Nor is paragraph (k) itself limited in its application to such demolitions as are necessary in the interests of town improvement in a built-up area only.

Case referred to:—

(1) *Services Ltd.* v. *Wong Liang Toon & Ors.* [1959] M.L.J. 111.

DISTRICT COURT APPEAL.

Lim Kean Chye for the appellant.

C. E. N. Arkell for the respondents.

Cur. Adv. Vult.

Rose C.J.: The appellant was one of nine defendants against whom orders for possession were made in favour of the plaintiffs under the provisions of section 15(1)(k) of the Control of Rent Ordinance (Chapter 242).

Section 15(1)(k) reads as follows:—

"15. — (1) In the case of all premises such an order or judgment as is referred to in section 14 of this Ordinance may be made in any of the following cases, namely:—

(k) where the landlord of any premises intends to demolish the premises or any part thereof for the purpose of rebuilding on the site or part thereof and the court is satisfied that such demolition is necessary in the interests of public health or town improvement either by reason of the condition of the building or otherwise;".

The appellant alone of the nine defendants is appealing and submits that paragraph (k) should be limited in its application to premises of a permanent character in a built up area.

In support of his argument learned counsel for the appellant points out that paragraph (i) was manifestly designed to deal with buildings of a temporary character and that the requirements of that paragraph are more strict than those under paragraph (k).

Be that as it may, the wording of paragraph (k) viz., "where the landlord of any premises intends . . . . ." is, in my opinion, general and not susceptible of limitation to any particular type of premises. As they stand, the words would appear to cover both premises of a permanent and of a temporary character. It may well be, as learned counsel for the appellant suggests, that in practice landlords find it more convenient to ignore paragraph (i) and proceed under paragraph (k). That circumstance, however, in my opinion, does not entitle one to introduce a limitation to the phrase "any premises" in paragraph (k) which the legislature has not thought fit to impose. The case of *Services Ltd.* v. *Wong Liang Toon & Ors.*(1) bears upon the matter.

As regards the second submission made on behalf of the appellant, I am unable to accede to the proposition that paragraph (k) is limited in its application to such demolitions as are necessary in the interests of town improvement in a built up area only. The paragraph itself contains no such express limitation and having regard to the character and the restricted area of the State of Singapore there is, in my opinion, insufficient ground for implying any such limitation. Indeed, practical considerations must lead one to a contrary conclusion.

The improvement scheme in question related to all these nine buildings, which are of attap construction. I see no reason to disagree with the learned District Judge's conclusion that the proposed demolitions should be made in the interests of the scheme and of the town improvement to be effected thereby. It follows therefore, in my opinion, that that learned District Judge, a *fortiori*, had sufficient material on which to be reasonably satisfied of those matters.

For these reasons the appeal must be dismissed. As the appellant is legally aided there shall be no order as to costs.

Appeal dismissed.

Solicitors: *Director of Legal Aid; Drew & Napier.*

SITHAMBARAM CHETTIAR v. RAMASAMY

[C. A. (Thomson C.J., Hill & Good JJ.A.) March 30, 1960]

[Penang — F.M. Civil Appeal No. 34 of 1959]

Bills of Sale Enactment (Kedah Enactment No. 10) s. 9; Courts Enactment of Kedah, 1920; Courts Ordinance, 1948 — Jurisdiction to deal with the subject matter of a bill of sale — Whether Sessions Court can entertain claim.

The appellant claimed the sum of $1,820 being the balance of principal and arrears of interest in respect of a debt due by the present respondent and secured by a Bill of Sale executed in accordance with the provisions of the Bills of Sale Enactment, 1912, in proceedings in the Sessions Court at Sungei Patani. The learned President of the Sessions Court gave judgment in favour of the appellant (plaintiff) and respondent (defendant) appealed to the High Court on the ground, *inter alia*, that the Sessions Court had no jurisdiction to deal with the subject matter of a bill of sale. The learned Judge held that the Sessions Court did not have jurisdiction to entertain the claim. The appellant appealed.

Held: by the coming into force of the Courts Ordinance of the Federation of Malaya. 1948, the Courts in Kedah were superseded by the Federation Courts, and therefore, a claim for the recovery of a debt not exceeding $2.000 secured by a Bill of Sale under section 9 of the Bills of Sale Enactment of Kedah, 1912 is within the jurisdiction of the Sessions Court. such a claim not having been expressly withheld from the Sessions Court's jurisdiction by section 69 of the Courts Ordinance.

Per Good J.A.: A statutory provision which involves a question of jurisdiction, unless it is expressed in implicit and unequivocal claim, is not to be read in isolation, but should be considered in the light of any relevant general provisions of the Interpretation and General Clauses Ordinance and of the Courts Ordinance.

Case referred to:—

(1) *Karthigasu* v. *Bachan Singh* [1939] M.L.J. 79.

COURT OF APPEAL, Appeal from the High Court at Alor Star.

R. D. Hume (*Lee Thean-Chu* with him) for appellant.

Lee Kok Liang for respondent.

Cur. Adv. Vult.

Thomson C.J.: This appellant was the plaintiff in proceedings in the Sessions Court at Sungei Patani. He is a licensed moneylender and he alleged that in July, 1955, he lent the defendant the sum of $2,500 in respect of which the defendant executed a moneylender's agreement in the usual form and a Bill of Sale by way of security over certain chattels in accordance with the provisions of the Kedah Bills of Sale Enactment, which has now been repealed but which was in force at all the relevant dates.

Some of the money lent was repaid but it was not all repaid and on 16th August, 1957, the appellant started proceedings in the Sessions Court at Sungei Patani in which he claimed the balance of the loan and "further or other relief" by which he clearly meant foreclosure under the Bill of Sale.

The suit was defended but in the event the learned President who tried it gave judgment in favour of the appellant for the amount claimed and foreclosure and sale.

Against that decision the defendant (the present respondent) appealed to the High Court. In his Memorandum of Appeal he stated eight separate and distinct grounds of appeal. Two of these were subsequently withdrawn. Of the remaining six grounds of appeal the first was that the Sessions Court had no jurisdiction to deal with the case at all. The other grounds were largely of a technical nature and were based on provisions of the Moneylenders Ordinance or the Kedah Bills of Sale Enactment.

The Judge who heard the appeal listened to argument on all the grounds of appeal except the two which had been withdrawn. In the event for reasons which he has stated in a very careful judgment he came to the conclusion that the first ground of appeal was well-founded, that is to say he came to the conclusion that the Sessions Court had no jurisdiction to entertain the matter at all. Having come to that conclusion he considered it unnecessary to deal with the other grounds of appeal and he accordingly allowed the appeal with costs "without prejudice to the plaintiff/respondent bringing a fresh action".

Against that decision the appellant (the original plaintiff) has now appealed to this Court.

I have had the advantage of reading the judgment which is about to be delivered by Mr. Justice Good. I agree with his reasoning and with the conclusions to which that reasoning leads him that the Judge who heard the original appeal was wrong and that the Sessions Court had jurisdiction to deal with the case.

I would be content to leave the matter there but as we are disagreeing with the Judge in the Court below I would add a few words of my own. The words of section 65 of the Courts Ordinance are very clear. It provides that subject to the limitations contained in the Ordinance itself "a Sessions Court shall have jurisdiction to try all actions and suits of a civil nature where the . . . . . value of the subject matter does not exceed $2,000". To my mind, even if it were possible at the time of its enactment to read into the Kedah Enactment a provision giving